

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11  
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Old Carco LLC (f/k/a Chrysler LLC), *et al.*,<sup>1</sup> : Case No. 09-50002 (AJG)  
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Debtors. : (Jointly Administered)  
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**NOTICE OF (I) ASSUMPTION BY DEBTORS AND ASSIGNMENT  
TO PURCHASER OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES AND (II) CURE COSTS RELATED THERETO**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On May 3, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Sale Motion”)<sup>2</sup> with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) seeking, among other things, (a) authority to sell substantially all of the Debtors’ assets free and clear of all liens, claims and encumbrances; (b) approval of certain procedures (the “Bidding Procedures”) for the solicitation of bids with respect to the Sale Transaction (as defined in the Bidding Procedures); (c) authority to assume and assign certain executory contracts and unexpired leases in connection with the Sale Transaction; (d) approval of that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America to be executed at the closing of the Sale Transaction and (e) scheduling of a final hearing with the Bankruptcy Court for approval of the Sale Transaction. On May 31, 2009, the Bankruptcy Court granted the Sale Motion. The Sale Transaction closed on June 10, 2009.

2. Old Carco LLC, formerly Chrysler LLC, and its Debtor subsidiaries; Fiat S.p.A (“Fiat”); and Chrysler Group LLC, formerly New CarCo Acquisition LLC, a Delaware limited liability company formed by Fiat (the “Purchaser”), have entered into a Master Transaction Agreement, as amended, dated as of April 30, 2009 (the “Purchase Agreement”), which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all of the Debtors’ tangible, intangible and operating assets, defined as

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<sup>1</sup> A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

<sup>2</sup> Copies of the Sale Motion and the Purchase Agreement (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors’ claims and noticing agent, Epiq Bankruptcy Solutions, LLC at [www.chryslerrestructuring.com](http://www.chryslerrestructuring.com).

“Purchased Assets” in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as defined below), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the “CarCo Business”), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the “Purchased Assets”) to the Purchaser.

3. By notices dated July 13, 24 and 31, 2009 (each, an “Assignment Notice”), the Debtors informed certain non-Debtor counterparties to Designated Agreements (as defined below) (each, a “Non-Debtor Counterparty”) of their intent to assume and assign to the Purchaser certain executory contracts and/or unexpired leases. The Assignment Notice contained an exhibit or annex identifying certain executory contracts and/or unexpired leases that the Debtors intended to assume and assign to the Purchaser (collectively, the “Designated Agreements” and each, a “Designated Agreement”), pursuant to section 365 of title 11 of the United States Code (the “Bankruptcy Code”). The exhibit or annex attached to the Assignment Notice also listed the amounts that the Debtors believed must be paid to cure all prepetition defaults under the Designated Agreements as of April 30, 2009, in accordance with section 365(b) of the Bankruptcy Code; provided, however, that such amount that must be paid to cure all prepetition defaults has, in some instances, been agreed in a writing signed by Debtor and the Non-Debtor Counterparty to be either higher or lower than the amount indicated in the Assignment Notice (such writing, a “Cure Agreement”, and such amounts, as modified by any Cure Agreement, the “Cure Costs”).

4. The Assignment Notice stated that objections, if any, to the proposed assumption and assignment of the Designated Agreements, including, but not limited to, objections related to adequate assurance of future performance, or objections relating to whether applicable law excuses the Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code, or objections to the proposed Cure Costs (each such objection, a “Section 365 Objection”), must be made in writing and filed with the Bankruptcy Court so as to be received no later than ten days after the date of the Assignment Notice (the “Section 365 Objection Deadline”) by the Bankruptcy Court and other specifically identified parties. The Assignment Notice also stated that unless a Section 365 Objection was filed and served before the Section 365 Objection Deadline, all parties would be deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements, and any non-objecting party would be forever barred from objecting to the Cure Costs or to assumption and assignment and from asserting any additional cure or other amounts against the Debtors, their estates or the Purchaser. Furthermore, the Assignment Notice stated that if the Non-Debtor Counterparty to a Designated Agreement failed to timely assert a Section 365 Objection, such Designated Agreement would be deemed to be assumed by the Debtors and assigned to the Purchaser and the proposed Cure Cost related to such Designated Agreement would be established and approved in all respects. Notwithstanding anything to the contrary in this notice, to the extent the Section 365 Objection Deadline has not passed for any Designated Agreement (including, but not limited to, cases where such deadline has been extended by written agreement of the Debtors and the Non-Debtor Counterparty), until the Section 365 Objection Deadline has passed, the Non-Debtor Counterparty to such Designated

Agreement is not deemed to have consented to such Cure Costs and the assumption and assignment of such Designated Agreements and the proposed Cure Cost related to such Designated Agreement will not be established and approved in all respects. In addition, and for the avoidance of doubt, to the extent a Non-Debtor Counterparty has made a timely filed Section 365 Objection to the Cure Costs or the accuracy of the information provided in the Assignment Notice pending on the date hereof, such objection is preserved pending resolution by Cure Agreement or order of the Court.

5. The Designated Agreements identified in Exhibits A through E hereto (as modified by the Addendum thereto) (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser, and the Cure Costs listed in the Exhibits related to such Designated Agreements are established and approved in all respects, subject only to the conditions set forth in paragraph 6 hereof. The Cure Costs listed in the Exhibits may reflect Cure Costs agreed to in the Cure Agreements, as applicable. Such Designated Agreements are hereby deemed to be Confirmed Agreements as that term is defined in the Assignment Notice.

6. If the Cure Costs related to a Designated Agreement are established by the Court or a Cure Agreement in an amount different than the amount specified in the Exhibits, such Designated Agreement shall remain a Confirmed Agreement and each of the Non-Debtor Counterparty and, so long as the Non-Debtor Counterparty is performing under the Confirmed Agreement, the Purchaser shall be bound by the established Cure Costs. The Cure Costs established by a the Court or a Cure Agreement shall govern such Confirmed Agreement without the need to amend the Exhibits hereto.

7. Subject to the conditions set forth herein, having been assumed and assigned as a Confirmed Agreement, a Designated Agreement is not subject to rejection under section 365 of the Bankruptcy Code.

8. Except as may have otherwise been agreed to in a Cure Agreement, the defaults under the Designated Agreements that must be cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as follows: the Purchaser shall pay the Cure Costs relating to an assumed executory contract or unexpired lease as soon as practicable (and in any event not later than ten days after the date hereof), provided, however, that Purchaser shall pay Disputed Cure Costs (as defined in the Bidding Procedures) as soon as practicable following (and in any event not later than 10 days after) the date the amount thereof is finally determined. Such Cure Cost shall be reduced by the aggregate amount of any payments made to the Non-Debtor Counterparty by the Debtors pursuant to any order of the Bankruptcy Court authorizing the payment of prepetition claims against the Debtors.

9. The assumption and assignment of any Designated Agreement is without prejudice to Purchaser's right not to confirm any other Designated Agreement in the future, whether or not related or similar to a Designated Agreement that is assumed and assigned by this notice.

Dated: August 3, 2009  
New York, New York

Respectfully submitted,

/s/ Andrew G. Dietderich

Andrew G. Dietderich

Hydee R. Feldstein

Sullivan & Cromwell LLP

125 Broad Street

New York, New York 10004

Telephone: (212) 558-4000

Facsimile: (212) 558-3588

ATTORNEYS FOR  
CHRYSLER GROUP LLC

**Exhibit A**

**[Schedule of Certain Confirmed Agreements and Cure Costs Related Thereto]**

COUNTERPARTY NAME AND ADDRESS	ADDITIONAL NOTICE PARTY AND ADDRESS	DESCRIPTION OF AGREEMENT	CURE AMOUNT
GE FLEET SERVICES 3 CAPITAL DRIVE EDEN PRAIRIE, MN 55344		LETTER AGREEMENT CONTRACT DATE: 4/8/2009	\$0.00

**Exhibit B**

**[Schedule of Certain Confirmed Agreements and Cure Costs Related Thereto]**

## DESIGNATED AGREEMENTS

SUPPLIER NAME AND ADDRESS	SUPPLIER CODE	PURCHASE ORDER	CURE AMOUNT
DAIMLER AG	44968	O1452012	\$0.00
MERCEDESSTRABE 137		O1452015	\$0.00
ATTN: OFFICE OF THE GENERAL COUNSEL		K1427038	\$0.00
GERD T. BECHT		K1427047	\$0.00
70327 STUTTGART			
GERMANY			
DETROIT DIESEL REMANUFACTURING LLC	N/A	T073260001	\$0.00
C/O DAIMLER AG		T073260002	\$0.00
MERCEDESSTRABE 137		M5326016	\$0.00
ATTN: OFFICE OF THE GENERAL COUNSEL			
GERD T. BECHT			
70327 STUTTGART			
GERMANY			



COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
BP AMERICA PRODUCTION COMPANY ATTN: GEORGIA ZOIA 4101 WINFIELD RD WARRENVILLE, IL 60555	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	SUBRECIPIENT AGREEMENT EXECUTION DATE: 10/14/2005	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL EPPELSTASSE 225 70546 STUTTGART GERMANY	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	AGREEMENT (TRADEMARK LICENSE UNLIMITED TRADEMARK) EXECUTION DATE: 9/17/2003	\$0.00
DAIMLER CHRYSLER AG ATTN: MATTHIAS WOLFSTEINER EPPELSTASSE 225 70546 STUTTGART GERMANY	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	SUBRECIPIENT AGREEMENT EXECUTION DATE: 9/27/2005	\$0.00
DTE ENERGY VENTURES ATTN: ROBERT BACYINSKI AND GANESH ANANTHASUBRAMAMIAM 2000 SECOND AVENUE SUITE 852 WCB DETROIT, MI 48226	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	SUBRECIPIENT AGREEMENT EXECUTION DATE: 2/22/2007	\$0.00
MERCEDES-BENZ USA, LLC ATTN:MICHAEL SCHWEIZER ONE MERCEDES DRIVE MONTVALE, NJ 7645	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	SUBRECIPIENT AGREEMENT EXECUTION DATE: 6/27/2005	\$0.00
NEXT ENERGY ATTN: LORI KOENIG AND RACHEL KUNTZSCH 320 FISHER BUILDING 3011 WEST GRAND BLVD DETROIT, MI 48202	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	SUBRECIPIENT AGREEMENT EXECUTION DATE: 6/27/2005	\$0.00
US DEPARTMENT OF ENERGY ATTN: JOHN GARBAK, EE-2H 1000 INDEPENDENCE AVENUE, SW WASHINGTON, DC 20585	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	COOPERATIVE AGREEMENT HYDROGEN TO THE HIGHWAYS - DE-FC36-04GO14285 EXECUTION DATE: 12/22/2004	\$0.00

**Exhibit C**

**[Schedule of Certain Confirmed Agreements and Cure Costs Related Thereto]**

COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	PURCHASE ORDER M2326219	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	SERVICE LEVEL AGREEMENT (GBMS), SLDL 15224	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	SERVICE LEVEL AGREEMENT (GSSN), SLD 15227	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	SERVICE LEVEL AGREEMENT (WAN SERVICES), SLD 17109	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – CHRYSLER OWNED TOOLING – ACCELERATOR PEDAL CONTRACT DATE: 1/16/2009	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – CHRYSLER OWNED TOOLING – ACTUATION CONTRACT DATE: 1/21/2009	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – CHRYSLER OWNED TOOLING – CENTER REAR RETRACTOR CONTRACT DATE: 12/10/2008	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – CHRYSLER OWNED TOOLING – COMMON REAR SEAT STRUCTURE CONTRACT DATE: 12/9/2008	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – DAIMLER OWNED TOOLING – DASH SEAL CONTRACT DATE: 12/4/2008	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – DAIMLER OWNED TOOLING – I-SHAFT CONTRACT DATE: 12/4/2008	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – DAIMLER OWNED TOOLING – REAR BEARING CONTRACT DATE: 2/18/2009	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – DAIMLER OWNED TOOLING – SIDE AIRBAG INFLATABLE CURTAIN CONTRACT DATE: 1/20/2009	\$0.00

COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – DAIMLER OWNED TOOLING – STAMPING DIES CONTRACT DATE: 1/26/2009	\$0.00
DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 70327 STUTTGART GERMANY	CHRYSLER LLC	TOOL USAGE AGREEMENT – DAIMLER OWNED TOOLING – UNIBODY FRONT SEAT STRUCTURE CONTRACT DATE: 12/8/2008	\$0.00
DAIMLER AG (WOERTH PLANT) C/O DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL 70327 STUTTGART GERMANY	CHRYSLER INTERNATIONAL CORPORATION	PURCHASE ORDER JMP9107439	\$0.00
DETROIT DIESEL REMANUFACTURING LLC C/O DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL 70327 STUTTGART GERMANY	CHRYSLER LLC	PURCHASE ORDERS M4326043 M5326042 M6312487A M6326029 M6326029D M7326007 M7326073 M7326073D M8326127 M9306096 M9326096	\$0.00
DSEA C/O DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL 70327 STUTTGART GERMANY	CHRYSLER LLC	LOGISTICS SERVICES AGREEMENT CONTRACT DATE: 8/1/2005	\$0.00
NA FUEL SYSTEMS (DDC-JV) C/O DAIMLER AG ATTN: OFFICE OF THE GENERAL COUNSEL 70327 STUTTGART GERMANY	CHRYSLER LLC	PURCHASE ORDER M8326126	\$0.00

**Exhibit D**

**[Schedule of Certain Confirmed Agreements and Cure Costs Related Thereto]**

COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
AUTOSTAR VEHÍCULOS S.A. ATTN: ADMINISTRATIVE DIRECTOR FRENTE AL BANCO NACIONAL EN LA URUCA SAN JOSE COSTA RICA  AUTOSTAR VEHÍCULOS S.A. ATTN: ADMINISTRATIVE DIRECTOR PO BOX 705-1150 SAN JOSE COSTA RICA	CHRYSLER INTERNATIONAL CORPORATION	DISTRIBUTOR AGREEMENT CONTRACT DATE: 10/1/2003	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	SUPPLEMENTAL PARTS SUPPLY AGREEMENT	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	TECHNOLOGY ASSISTANCE AGREEMENT	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	TECHNOLOGY LICENSE AGREEMENT (FOR CHRYSLER 300C VEHICLES, MODEL L2)	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	TECHNOLOGY LICENSE AGREEMENT (FOR CHRYSLER SEBRING VEHICLES, MODEL J1)	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	TECHNOLOGY LICENSE AGREEMENT (FOR CHRYSLER SEBRING VEHICLES, MODEL J1 AND CHRYSLER 300C VEHICLES, MODEL L2)	\$0.00

COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	LETTER AGREEMENT ON ARBITRATION PROCEEDING	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	CONTRACT (FOR SALES OF CERTAIN COMMODITY IN CONNECTION WITH THE TECHNOLOGY LICENSE AGREEMENT FOR CHRYSLER SEBRING VEHICLES, MODEL J1)	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	ROYALTY PAYMENT AND DOMAIN NAME TRANSFER AGREEMENT	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	WAIVER LETTER BBDC TECHNOLOGY LICENSE AGREEMENT FOR J1 TO CONFIRM BBDC MAY PURCHASE PARTS 06508761AA	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	WAIVER LETTER BBDC TECHNOLOGY LICENSE AGREEMENT FOR J1 TO CONFIRM BBDC MAY PURCHASE FROM AAAPC FOR SPECIFIED PARTS	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	WAIVER LETTER BBDC TECHNOLOGY LICENSE AGREEMENT FOR J1 TO CONFIRM BBDC MAY PURCHASE FROM AAAPC FOR SPECIFIED PARTS	\$0.00

COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	WAIVER LETTER BBDC TECHNOLOGY LICENSE AGREEMENT FOR L2 TO CONFIRM BBDC MAY PURCHASE FROM AAAPC FOR SPECIFIED PARTS	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	WAIVER LETTER BBDC TECHNOLOGY LICENSE AGREEMENT FOR L2 TO CONFIRM BBDC MAY PURCHASE FROM AAAPC FOR SPECIFIED PARTS	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	SETTLEMENT, TERMINATION AND RELEASE AGREEMENT	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD., CHINA ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD ECONOMIC & TECHNOLOGY DEVELOPMENT ZONE BEIJING P.R. CHINA	CHRYSLER INTERNATIONAL CORPORATION	CONTRACT (FOR SALES OF CERTAIN COMMODITY IN CONNECTION WITH THE TECHNOLOGY LICENSE AGREEMENT FOR CHRYSLER 300C VEHICLES, MODEL L2)	\$0.00
BEIJING BENZ-DAIMLERCHRYSLER AUTOMOTIVE CO., LTD. (F/K/A BEIJING JEEP CORPORATION, LTD.) ATTN: PRESIDENT OFFICE, TEL:+861067711363 NO. 8 BO XING ROAD BEIJING ECONOMIC & TECHNOLOGICAL DEVELOPMENT AREA BEIJING P.R. CHINA	CHRYSLER LLC (F/K/A DAIMLERCHRYSLER CORPORATION)	TRADEMARK LICENSE CONTRACT	\$0.00
DAIMLERCHRYSLER AG EPPLESTRASSE 225 STUTTGART D-70546 GERMANY	CHRYSLER INTERNATIONAL CORPORATION / CHRYSLER INTERNATIONAL SERVICES, S.A.	SHARE PURCHASE AGREEMENT CONTRACT DATE: 12/21/2000	\$0.00
DAIMLERCHRYSLER AG EPPLESTR. 212 STUTTGART D-70546 GERMANY	CHRYSLER INTERNATIONAL CORPORATION	RECEIVABLES ASSIGNMENT AGREEMENT CONTRACT DATE: 8/16/2005	\$0.00



COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLERCHRYSLER AG EPPESTR. 212 STUTTGART D-70546 GERMANY	CHRYSLER INTERNATIONAL CORPORATION	AGREEMENT CONCERNING TRANSFER OF TITLE CONTRACT DATE: 1/3/2003	\$0.00
DAIMLERCHRYSLER AG ATTN: STEFAN DEUTSCH GLOBAL LOGISTICS CENTER, CENTRAL WAREHOUSE 3, Z.I. 2, ROUTE GUTENBERG HATTEN F-67690 FRANCE  DAIMLERCHRYSLER AG EPPESTR. 212 STUTTGART D-70546 GERMANY	CHRYSLER INTERNATIONAL CORPORATION	PARTS DISTRIBUTION AGREEMENT (INBOUND) CONTRACT DATE: 1/1/2004	\$0.00
DAIMLERCHRYSLER AG EPPESTR. 212 STUTTGART D-70546 GERMANY	CHRYSLER INTERNATIONAL CORPORATION	RECEIVABLES ASSIGNMENT AGREEMENT CONTRACT DATE: 7/19/2005	\$0.00
DAIMLERCHRYSLER AUTOMOTIVE HUNGARIA KFT. KARPAT U. 21 BUDAPEST 1133 HUNGARY	CHRYSLER INTERNATIONAL CORPORATION	GENERAL DISTRIBUTOR AGREEMENT CONTRACT DATE: 10/1/2005	\$0.00
DAIMLERCHRYSLER AUTOMOTIVE ROMANIA S.R.L. BVD. EXPOZITIEI NO. 2 BUCHAREST RO-012103 ROMANIA	CHRYSLER INTERNATIONAL CORPORATION	GENERAL DISTRIBUTOR AGREEMENT CONTRACT DATE: 1/1/2007	\$0.00
DAIMLERCHRYSLER AUTOMOTIVE SLOVAKIA, S.R.O. PANONSKA CESTA 31 BRATISLAVA 85 104 SLOVAK REPUBLIK	CHRYSLER INTERNATIONAL CORPORATION	GENERAL DISTRIBUTOR AGREEMENT CONTRACT DATE: 11/1/2004	\$0.00
EUROPA MOTORS NICARAGUA, S.A. ATTN: GERENTE GENERAL KM. 4 CARRETERA SUR APARTADO POSTAL 4634 MANUGUA NICARAGUA	CHRYSLER INTERNATIONAL CORPORATION	DISTRIBUTOR AGREEMENT CONTRACT DATE: 5/1/2001	\$188,445.00
MERCEDES BENZ HUNGARIA KFT AND CHRYSLER AUSTRIA GMBH ATTN: HANS GEORG PECHHACKER, PRESIDENT & CEO CORINNA WIDENMEYER, MANAGING DIRECTOR & CFO BUDAPEST HUNGARY	CHRYSLER INTERNATIONAL CORPORATION	MEMORANDUM OF UNDERSTANDING CONTRACT DATE: 12/16/2008	\$0.00

COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
MERCEDES-BENZ CUSTOMER ASSISTANCE CENTER N.V. ATTN: JERONIMO GONZALEZ, MANAGING DIRECTOR PAUL-HENRI SPAAKLAAN 1 MAASTRICHT 6229 EN NETHERLANDS	CHRYSLER INTERNATIONAL CORPORATION	SERVICE AGREEMENT FOR CHRYSLER GROUP/CUSTOMER AND DEALER COMMUNICATIONS CENTER	\$0.00

**Exhibit E**

**[Schedule of Certain Confirmed Agreements and Cure Costs Related Thereto]**

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
CG INVESTMENT GROUP, LLC CHRYSLER CANADA INC. CHRYSLER HOLDING LLC DAIMLER AG DAIMLER FINANCIAL SERVICES AG DAIMLER INVESTMENTS US CORPORATION DAIMLER NORTH AMERICA CORPORATION DAIMLER NORTH AMERICA FINANCE CORPORATION MBTECH AUTOMEDIA LLC MB-TECHNOLOGY GMBH	CERBERUS CAPITAL MANAGEMENT L.P. 299 PARK AVENUE NEW YORK, NY 10171  DAIMLERCHRYSLER AG ATTN: GERD T. BECHT MERCEDESSTRASSE 137 70327 STUTTGART GERMANY  SHEARMAN & STEARLING LLP ATTN: W. JEFFREY LAWRENCE 599 LEXINGTON AVE NEW YORK, NY 10022	CHRYSLER LLC / CHRYSLER MOTORS LLC / CHRYSLER VANS LLC / CHRYSLER INTERNATIONAL CORPORATION	AGREEMENT 2 CONTRACT DATE: 4/17/2009	\$0.00
CG INVESTMENT GROUP, LLC DAIMLERCHRYSLER HOLDING CORPORATION DAIMLERCHRYSLER NORTH AMERICA FINANCE CORPORATION DAIMLERCHRYSLER NORTH AMERICA HOLDING CORPORATION	CERBERUS CAPITAL MANAGEMENT LP ATTN: LENARD TESSLER, FRANK BRUNO, MARK NEPORENT, SETH PLATTUS 299 PARK AVENUE NEW YORK, NY 10171  DAIMLERCHRYSLER AG ATTN: GERD T. BECHT MERCEDESSTRASSE 137 70327 STUTTGART GERMANY  SHEARMAN & STEARLING LLP ATTN: W. JEFFREY LAWRENCE 599 LEXINGTON AVE NEW YORK, NY 10022	CHRYSLER LLC	COLLATERAL FOR CONTINUING CREDIT SUPPORT INSTRUMENTS CONTRACT DATE: 8/3/2007	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLER AG DAIMLER NORTH EAST ASIA LTD	DAIMLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY  DAIMLER NORTH EAST ASIA LTD 23RD FL. LANDMARK OFFICE TWR. 1 8 N DONGSHANHUAN RD. CHAOYANG DISTRICT, BEIJING 100004 CHINA	CHRYSLER LLC	AGREEMENT ON TERMINATION OF THE FRAMEWORK AGREEMENT FOR THE SEPARATION OF BEIJING BENZ- DAIMLERCHRYSLER AUTOMOTIVE CORPORATION LTD. CONTRACT DATE: 6/17/2008	\$0.00
DAIMLER NORTH AMERICA CORPORATION MBTECH AUTODIE LLC MB-TECHNOLOGY GMBH	DAIMLER NORTH AMERICA CORPORATION ONE MERCEDES DRIVE MONTVALE, NJ 07645  MB-TECHNOLOGY GMBH ATTN: OFFICE OF THE GENERAL COUNSEL C/O DAIMLER AG MERCEDESSTRASSE 137 70327 STUTT GART GERMANY	CHRYSLER LLC	AUTODIE TRANSFER AND RELEASE AGREEMENT CONTRACT DATE: 4/17/2009	\$0.00
DAIMLER TRUCKS NORTH AMERICA LLC	DAIMLER TRUCKS NORTH AMERICA LLC 4747 CHANNEL AVE PORTLAND, OR 97217	CHRYSLER LLC	LETTER AGREEMENT (STERLING TRUCK) STERLING TUCK CONTRACT DATE: 12/2/2008	\$0.00
DAIMLER VANS MANUFACTURING, LLC	DAIMLER VANS MANUFACTURING, LLC 8501 PALMETTO COMMERCE PARKWAY LADSON, SC 29456	CHRYSLER LLC	SERVICE LEVEL AGREEMENT (SPRINTER) CONTRACT DATE: 8/13/2008	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OLAF SCHICK MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY	CHRYSLER LLC	DCAG/CHRYSLER TRANSITION SERVICES AGREEMENT CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 3 CONTRACT DATE: 8/3/2007	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 4 CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 5 CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 6 [SUPPLEMENTS NUMBERED 1 AND 8 HAVE BEEN TERMINATED] CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 7 CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 8 CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 9 CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 10 CONTRACT DATE: 8/3/2007	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC / CHRYSLER INTERNATIONAL CORPORATION	MARKET PERFORMANCE CENTER SERVICE LEVEL AGREEMENT SIDE LETTER CONTRACT DATE: 8/24/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER INTERNATIONAL CORPORATION / DAIMLER CHRYSLER COMPANY LLC	AGREEMENT 11 CONTRACT DATE: 7/25/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART STE T GERMANY	CHRYSLER LLC	AMENDMENT TO THE EXISTING PURCHASE ORDERS FOR THE SUPPLY OF COLUMN ASSY STEERING TILTS MECHANICAL AND ELECTRICAL (ANNEX C6/7 TO THE P&S COOPERATION AGREEMENT)	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 12 CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART STE T GERMANY	CHRYSLER LLC	AMENDMENT TO EXISTING PURCHASE ORDERS FOR THE SUPPLY OF TORQUE CONVERTER PARTS FOR MERCEDES BENZ W5A580 (NAG1) RWD AUTOMATIC TRANSMISSION (LICENSED TRANSMISSION) (ANNEX C18 TO THE P&S COOPERATION AGREEMENT) CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY	CHRYSLER LLC	AGREEMENT 13 CONTRACT DATE: 8/3/2007	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY	CHRYSLER LLC	LETTER OF AGREEMENT (REGARDING THE SUPPLY OF INDEPENDENT FRONT SUSPENSION (IFS)) (ANNEX C20 TO THE P&S COOPERATION AGREEMENT)	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY	CHRYSLER LLC	AMENDMENT TO THE EXISTING PURCHASE ORDER FOR THE SUPPLY OF WATER PUMPS (ANNEX C22 TO THE P&S COOPERATION AGREEMENT) CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN HEINZ HANDTRACK BUSINESS UNIT VANS (CC/VPO) HPC A 406 STUTT GART 70546 GERMANY	CHRYSLER LLC	TRADEMARK LICENSE AGREEMENT CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY	CHRYSLER INTERNATIONAL CORPORATION	SERVICE LEVEL AGREEMENT, AS AMENDED CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY	CHRYSLER LLC	SUBCONTRACTS FOR AUGMENTED COGNITION PROGRAM RE: THE U.S. GOVERNMENT FUNDED AUGMENTED COGNITION PROGRAM	\$0.00
DAIMLERCHRYSLER AG DAIMLERCHRYSLER FINANCIAL SERVICES AG	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL MERCEDESSTRASSE 137 STUTT GART 70327 GERMANY  DAIMLERCHRYSLER FINANCIAL SERVICES AG ATTN GENERAL COUNSEL EICHHORNSTRASSE 3 BERLIN 10875 GERMANY	CHRYSLER LLC	AGREEMENT 14 CONTRACT DATE: 8/3/2007	\$0.00



COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
DAIMLERCHRYSLER AG DAIMLERCHRYSLER FINANCIAL SERVICES AMERICAS LLC	DAIMLERCHRYSLER AG ATTN OFFICE OF THE GENERAL COUNSEL, GERD T. BECHT MERCEDESSTRASSE 137 STUTTGART 70327 GERMANY  DAIMLERCHRYSLER FINANCIAL SERVICES AMERICAS LLC ATTN TRACY L. HACKMAN 27777 INKSTER RD FARMINGTON HILLS, MI 48334	CHRYSLER LLC	AGREEMENT 15 CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER FINANCIAL SERVICES AMERICA LLC	DAIMLERCHRYSLER AG ATTN: GERD T. BECHT MERCEDESSTRASSE 137 70327 STUTTGART GERMANY  DAIMLERCHRYSLER FINANCIAL SERVICES AMERICA LLC ATTN TRACY L. HACKMAN 27777 INKSTER RD FARMINGTON HILLS, MI 48334-5326  SHEARMAN & STEARLING LLP ATTN: W. JEFFREY LAWRENCE 599 LEXINGTON AVE NEW YORK, NY 10022	CHRYSLER LLC	TRADEMARK AGREEMENT CONTRACT DATE: 8/3/2007	\$0.00
DAIMLERCHRYSLER NORTH AMERICA HOLDING CORPORATION	DAIMLERCHRYSLER NORTH AMERICA HOLDING CORPORATION 36455 CORPORATE DR. FARMINGTON HILLS, MI 48331	CHRYSLER LLC	SECURITY AGREEMENT (COLLATERAL ACCOUNT) CONTRACT DATE: 8/3/2007	\$0.00
GERMERSHEIM SPARE PARTS	GERMERSHEIM SPARE PARTS INDUSTRIEGEBIEL NORD ABL 900 HAFENSTRASSE 1 GERMERSHEIM 76725 GERMANY	CHRYSLER LLC	PO M2326219	\$0.00
MERCEDES-BENZ CUSTOMER ASSISTANCE CENTER N.V.	MERCEDES-BENZ CUSTOMER ASSISTANCE CENTER N.V. ATTN ACCOUNTING AND CONTROLLING PO BOX 1456 MAASTRICHT 6201 BL NETHERLANDS	CHRYSLER INTERNATIONAL CORPORATION	SERVICE AGREEMENT FOR CHRYSLER GROUP CUSTOMER AND DEALER COMMUNICATIONS CENTER CONTRACT DATE: 8/31/2004	\$0.00

COUNTERPARTY	COUNTERPARTY NAME AND ADDRESS	CHRYSLER ENTITY	DESCRIPTION OF AGREEMENT	CURE AMOUNT
MERCEDES-BENZ USA, LLC	<p>MERCEDES-BENZ USA, LLC  ATTN SUZANNE SAFFAYE, PAYROLL  SUPERVISOR  ONE MERCEDES DRIVE  MONTVALE, NJ 07645</p> <p>MERCEDES-BENZ USA, LLC  ATTN: GENERAL COUNSEL  ONE MERCEDES DRIVE  MONTVALE, NJ 07645</p>	CHRYSLER INTERNATIONAL SERVICES S.A.	INTERNATIONAL EMPLOYEE SERVICES AGREEMENT CONTRACT DATE: 8/3/2007	\$0.00

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## **ADDENDUM**

The executory contracts and unexpired leases identified in Exhibits A through E (the “Exhibits”) are hereby assumed by the Debtors and assigned to the Purchaser in accordance with, and pursuant to, (1) section 365 of the Bankruptcy Code and (2) the terms and conditions of the Bidding Procedures and the accompanying notice.<sup>3</sup>

Subject to the terms of the accompanying notice, the Purchaser is hereby confirming the agreements identified on the Exhibits for assumption and assignment. Unless otherwise stated in the Exhibits or an applicable Cure Agreement, Designated Agreements include all related modifications, amendments, supplements, addenda and restatements thereof, related memoranda of understanding, ancillary agreements thereto and any and all similar agreements, including Cure Agreements.

The identified Cure Costs represent the Cure Costs for each particular Designated Agreement. Prior to payment of the Cure Costs in accordance with the terms of the Bidding Procedures, the Cure Costs will be reduced by the aggregate amount of any payments made by the Debtors on account of prepetition claims against the Debtors. To the extent applicable, the Cure Costs may be adjusted to account for changes in applicable currency exchange rates.

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<sup>3</sup> Capitalized terms in this Addendum shall have the meanings specified in the accompanying Notice.